City of Astoria

SANITARY SERVICE DEPARTMENT

CITY ORDINANCES

No.'s 50-64 and 56-12

Relating to Universal Garbage Collection Including Rules and Regulations and Rate Schedules.

Effective April 1, 1956

Astoria, Oregon

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Astoria, Oregon

ORDINANCE NO. 50-64

Introduced by Mayor Eaton

AN ORDINANCE RELATING TO HEALTH AND SANITATION; PROVIDING FOR THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF A UNIVERSAL SYSTEM OF GARBAGE COLLECTION AND DISPOSAL; MAKING DELINQUENT CHARGES FOR SERVICES PERFORMED AND PROVIDING TO CUT OFF WATER; ADOPTING RULES AND REGULATIONS; REPEALING ORDINANCE NO. 39-31 AND ALL OTHER ORDINANCES IN CONFLICT HEREWITH AND PROVIDING PENALTIES AND DECLARING AN EMERGENCY.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Definitions:

1. Refuse: The term "refuse" shall include garbage, rubbish, ashes, swill and all other putrescible and non-putrescible wastes except sewage, from all public and private establishments and residents.

2. Garbage: The term "garbage" shall include all putrescible wastes, except sewage and body wastes, including vegetable wastes, animal offal and carcasses of dead animals, but not including recognized industrial by-products, and shall include all such substances from all public and private establishments and residences.

3. Rubbish. The term "rubbish" shall include all non-putrescible

wastes, except ashes, from all public and private establishments, and residences.

4. Swill: The term "swill" shall mean and include every refuse accumulation of animal, fruit or vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit and vegetables, except coffee grounds.

5. Ashes: The term "ashes" shall include the solid waste products of coal, wood and other fuels used for heating and cooking, from all public and private establishments and from all residences.

6. Person. The term "Person" shall mean every person, firm, partnership, association, institution, and corporation. The term shall also mean the occupant and/or owner of the premises for which service herein mentioned is rendered.

7. Health Officer. The term "Health Officer" shall mean the health officer of the City of Astoria or the County Sanitarian as appointed by the City Manager.

8. Collector of Refuse: The term "Collector of Refuse" shall mean the person entering into contract with the City of Astoria for removal of refuse as provided by this ordinance and may be referred to as "Collector".

9. Council: The term "council" shall refer to the City Council of the City of Astoria.

10. City Manager: The term "City

Manager" shall refer to the City Manager of the City of Astoria.

Section 2. SANITARY DEPARTMENT AND SUPERINTENDENT. For the purpose of carrying into effect the provisions and aims of this Ordinance there is hereby created and established a department to be known as the City Sanitary Service Department.

The City Manager of the City of Astoria is hereby empowered and authorized to appoint a suitable and qualified person as Superintendent of said City Sanitary Service Department and such Superintendent shall have full charge and control of all the work provided for and contemplated under this Ordinance and as may be provided for by rules and regulations subsequently adopted. He shall also have charge of all collections and the enforcement of all charges for services rendered under the supervision of the City Manager and give bond in a sum not less than $1000, to be approved by the City Manager.

Section 3. SANITARY SERVICE FUND. There is hereby created and established a special fund to be known and designated as the City Sanitary Service Fund into which all sums collected under this Ordinance shall be deposited and kept by the Auditor of the City of Astoria and from which all expenses of the administration and operation of this Ordinance shall be paid.

Section 4. CONTAINERS. It shall be the duty of every person in pos-

session, charge, or in control of any dwelling, flat, rooming house, apartment house, trailer camp, hospital, hotel, school, club-restaurant, boarding house, or eating place, or in possession, charge or control of any shop, place of business, or manufacturing establishment where refuse is created or accumulated, at all times to keep or cause to be kept portable cans of approved size, type, and construction, and to deposit or cause to be deposited, said refuse therein.

Cans shall be strong, watertight, not easily corrodable, rodent-proof, insect proof, of not less than 20 and not more than 30 gallons capacity, and shall have handles at the sides and tight-fitting lids. When refuse is placed in or taken from the cans, the lids shall be promptly replaced. Each can shall be kept clean, inside and out, so that no odor nuisance shall exist. Cans shall be kept at all times in a place accessible to the collector of refuse.

Large, suitable, and sufficient numbers of containers for both collection of garbage and refuse may, with the approval of the Superintendent of the City Sanitary Service Department, be used by hotels, restaurants, boarding houses, eating places, apartments, schools and hospitals, and in the business districts.

Section 5. DISPOSAL OR BURNING. It shall be unlawful for any person to burn, dump, collect, remove, or in any manner dispose of garbage or swill upon any streets,

alley, public place, trails or streams, or private property within the City of Astoria, otherwise than as herein provided, except that paper drives, bottle drives, or other approved drives may be carried on by non-profit institutions or clubs under permit from and under rules and regulations prescribed by the City Council. No charge for removal of such items shall be made against garbage customers and no claim shall be made by garbage contractors because thereof or because of loss of business or salvage.

Waste paper, boxes, rubbish and debris, brush, leaves, grass, wood and cuttings from trees, lawns, and gardens, but (excepting paper, cardboard or wood containers in commercial quantities) may be burned on private property in furnaces, or upon special permit from the Fire Chief, they may be burned in outside fireplaces, private incinerators or in open fires.

It shall be unlawful for any person to bury, burn or dump waste paper, boxes, rubbish and debris, grass, leaves, weeds and cuttings from trees, lawns, shrubs and gardens, upon any street, alley or public place or collect or remove the same over any public right-of-way in the City of Astoria.

Section 6. COLLECTION EACH WEEK. The collector of refuse shall collect, remove and dispose of all garbage and refuse in the residential sections of the city at least once each week, and from hotels, restau-

rants, boarding houses, eating places apartment houses, schools and hospitals and in the business sections of the City of Astoria as required.

Section 7. SWILL, SEPARATION OF. The City of Astoria reserves the right to and may have option to require the separation of paper or swill or other component parts of refuse and may require the deposit thereof in separate cans or receptacles and may prescribe the method of disposal thereof.

Section 8. SWILL, HANDLING OF. It shall be unlawful for any person, firm or corporations conducting any hotel, restaurant, or any public eating place to deposit, throw or place swill or other refuse food matter in a lane, alley, street, or other public place, or to deposit, throw or place any swill upon any private property, trails, or streams, regardless of ownership, unless said swill shall be enclosed in vessels or tanks of approved type of the Superintendent of Sanitary Service and which shall be perfectly watertight and shall have tightly fitting covers, which covers shall not be removed except when absolutely necessary for the depositing and removal of swill. Such vessels or tanks shall be kept in the rear of the premises or in the basement, or other place authorized by the Superintendent of Sanitary Service, so as to be readily accessible for collection, and shall not be kept upon the street, alley, or sidewalk or public place. All such tanks or ves-

sels shall be promptly delivered to the collector when called for and shall be returned by him without unnecessary delay, and no person, except for purposes of collection under license, shall, in any manner interfere with said vessels or tanks or with contents thereof.

Section 9. DISPOSAL OF GARBAGE AND OTHER REFUSE. All disposal of refuse shall be by method or methods specifically approved by the State Board of Health. **Provided**, that, said method or methods shall include the maximum practicable rodent, insect and nuisance control at the place of disposal, and **provided** further that animal offal and carcasses of dead animals shall be buried or cremated as directed by the health officer or shall be rendered at 40 pounds per square inch steam pressure or higher, or heated by equivalent cooking.

Section 10. COLLECTION, CONTRACTING OF. Immediately upon the effective date of this ordinance or as soon thereafter as practical, upon direction of the Council, specifications approved by the Council shall advertise for bids for a contract covering the exclusive right to collect, remove and dispose of all refuse; such contract thereafter shall be let every five (5) years or more frequently if required; publishing call therefore at least ten (10) days prior to the time of opening bids. The Council shall have the power to refuse any and all bids, and shall award the contract to the person who, in their mind, submits

the lowest bid and is best qualified and best equipped to perform the contract contemplated and the rending of the service made.

The successful bidder shall also furnish and deposit with the City, approved by the City Manager, a policy of public liability insurance in a minimum of ten thousand dollar ($10,000) and twenty thousand ($20,000).

The City of Astoria will furnish and set aside the area of ground to be used as a sanitary fill.

Section 11. CONTRACT, TERMINATION, ASSIGNMENTS. Every contract entered into by virtue of this ordinance shall specify that the City of Astoria may terminate such contract upon sixty days' written notice on condition, however, that the City may purchase all running equipment used in connection therewith at a fair value, and if the parties thereto cannot agree upon such fair value, then the same shall be determined by a board of appraisers, one to be appointed by the holder of said contract, one by the City and the third by the two thus appointed, the majority decision of such board to be binding upon both parties. Furthermore, such agreement shall contain a provision against assignment thereof or transferring of any interest therein without consent of the City of Astoria, and it shall contain a suitable provision permitting the forfeiture of the agreement for non-performance of the terms and conditions of said contract and this or-

dinance.

Section 12. SCHEDULE OF CHARGES SURPLUS FUNDS. Immediately upon award of a contract as above stated, the Council, by ordinance, then shall adopt a schedule of charges for the services rendered, using the offer of the collector as a basis and making the collection charge to every person sufficient to pay the successful bidder or collector and the costs of administering and enforcing this ordinance and improving the service thereunder; such rates to be sufficient only for such purposes and are never to be diverted to other purposes or other funds. In the event surpluses should accumulate the same shall be set aside in a fund to be used for garbage disposal equipment.

DELINQUENT CHARGES, WATER CUT-OFF All charges for the services to be rendered shall be payable to the City Auditor, and if not paid on or before ten days from the date of bill, such charges shall be delinquent In providing a method for universal garbage disposal as well as furnishing water to the inhabitants of the city are public services which in many respects supplement each other, and it is necessary that such services be promptly paid for.

On failure of any person to pay the charges established pursuant to this ordinance upon delinquency or failure to comply with the rules and regulations herein provided for, the water supply of any such

partment at any or all reasonable times. Each vehicle shall have a tight body and shall at all times be provided with a suitable canvas or other approved cover having eyelets provided so that it may be securely fastened over a load, and such cover shall be fastened whenever required to prevent the strewing of waste paper, or when necessary, to prevent the exposing of unsightly refuse after the loading of the vehicle is completed and it is enroute to the point of disposal. Vehicles shall be painted a uniform color and numbered consecutively from one (1) upward and shall have the name of the Collector of Refuse and the number of the vehicle painted in letters of a contrasting color at least three (3) inches high, on each side of the vehicle and the number painted on the rear entrance ten (10) inches high. No advertising will be permitted other than the name of the Collector.

2. All employees operating vehicles or collecting refuse and garbage shall at all times be courteous and shall not use **PROFANE LANGUAGE**, nor be loud or boisterous, and shall wear a badge, circular in shape, one and one-half inches (1½") in diameter, with a plain Arabic number, not less than three-quarter inches (¾") high, and also the initial of the Collector of Refuse thereon. The said badge shall be worn continuously by each employee while on duty. Badges shall be numbered consecutively for the

purpose of identification, and there shall be no duplicate numbers.

3. Employees in collecting garbage will be required to follow the regular walk for pedestrians as nearly as practicable while on private property. NO UNNECESSARY trespassing by employees will be permitted, and due care shall be exercised to prevent damage to private property, including flowers, shrubs and other plantings. After dumping the cans, employees shall return them to the same location from which they were taken, and shall replace the covers. Space about the cans shall be left free from any refuse spilled during the collection. This section shall not be interpreted to mean that the Collector of Refuse is responsible for cleaning up insanitary conditions about the refuse cans caused by carelessness of the tenant. Care shall be taken by the employees to prevent damage to cans by rough treatment.

4. Employees shall not be required to expose themselves to the danger of being bitten by vicious dogs in order to accomplish refuse collection in any case where the owner or tenant has such an animal at large.

5. After loading trucks, employees shall leave all alleys and streets in a clean, sanitary condition. No refuse shall be permitted to leak from any truck in or on any of the public ways of the City. Collection ve-

hicles must not at any time be driven over streets or highways in an overloaded or crowded condition. **Collections must be made as quietly as possible especially in the early morning hours.**

6. The Collector of Refuse shall report in detail each day to the City Sanitary Service Department the extra quantities of refuse picked up during the previous days' collections. These reports shall consist of individual pickup records showing upon the face thereof the customer's signature and the price agreed upon between the customer and Collector of Refuse. The Collector of Refuse shall not be required to pick up refuse unless the same is properly prepared for collection by the owner or tenant in conformity with the rules and regulations adopted by the City.

7. The Collector of Refuse shall at all times cooperate with the City Sanitary Service Department and the Superintendent thereof, and he shall require the cooperation of his employees also, in the matter of supplying daily field reports to the City Sanitary Service Department on extra quantities, lack of cans, number and size of cans, wornout cans, poor location of cans, insanitary condition of cans and their contents, improper use of cans, overloading of cans, and any and all circumstances tending to prevent proper operation of sanitary services as contemplated under the Rules and Regulations as approved by the Council and under the terms

of the contract. From time to time, the Collector of Refuse may be required to bring in other reasonable local reports as needed even though they may not be specifically mentioned herein.

8. The Collector of Refuse shall provide the City Sanitary Service Department with a schedule of his collection routes, the particular areas collected on each day.

9. Provision shall be made by the Collector of Refuse to take care of emergency garbage when residents do not have scattered upon the premises sufficient bags, and to take care of all other special or emergency calls.

10. The City Manager shall be charged with the duty of seeing that the sanitary fills at all times are conducted in a proper and sanitary manner, and he may from time to time delegate such duty to the Superintendent of such City Sanitary Service Department.

The open face of the sanitary fill shall be regularly covered with earth and in no case shall be left open longer than one week.

No burning of any kind shall be permitted at the sanitary fill except such materials and in such area as may be approved and prescribed by the City Manager.

Rodent and Insect Control. An insect and rodent control shall be at all times practiced at the sanitary fill by the Collector to the approval of the City Sanitary Supervisor.

intendent or City Manager.

11. The Collector of Refuse shall have the right to bargain at his own profit with others for the removal of usable swill from places accumulating such swill within the City. Where such bargaining is accomplished the arrangement shall be required to meet with the approval of the City and all terms of this ordinance shall be followed in collection and transportation of said swill. Those who produce swill and prepare it for use by careful segregation will not be billed by the City for collection and disposal of this part of their refuse, when such an arrangement has been satisfactorily made.

12. All junk or salvage of any kind or nature encountered in the garbage being collected, shall become the property of the Collector of Refuse.

13. The Collector of Refuse shall be paid on or before the tenth day following submission of the Collector's monthly reports for the services performed during the preceding month, by cash warrant from the City of Astoria in the full amount due except that in the event of complaints or other circumstances where the Collector of Refuse may be reasonably considered to be at fault, an amount not exceeding the total of the bills in question, may be withheld by the City until the Collector of Refuse has satisfactorily carried out his obligations. Failure of the City to

collect any bills shall not be deemed grounds for withholding payment in the amount of the uncollected bills. The payment to the Collector of Refuse shall be accompanied by an approved report from the City Sanitary Department setting forth in detail the total number of accounts upon which the payment to the Collector is made, stipulating the various classifications of service such as residential, business, governmental and extras, and showing a breakdown of the amount paid on account of each. Acceptance of a full or partial payment by the Collector of Refuse will constitute an agreement on his part that he is satisfied and fully compensated for the service specifically covered by the payment.

Payment to the Collector shall be on the basis and under such other express conditions as contained in the call for bids and accepted bids submitted by the Collector.

14. The Collector of Refuse shall execute and file with the City and [illegible] ate surety bond approved as to form by the City Attorney and as to surety by the Council, in the sum of Five Thousand Dollars ($5,000) with the Collector of Refuse as principal, conditioned that it [illegible] equipment and supplies for the carrying on of the

contemplated work, and other appropriate conditions.

15. Customers shall not overload cans with earth, rocks or other heavy refuse beyond the point where one pickup man can lift the can to the pickup truck.

16. It shall be the responsibility of the customer to place refuse in the containers and to keep the area around the container in a neat and sanitary condition.

17. Where usable alleys exist customers shall place their refuse in containers as near to the line as practicable and shall not require the employees of the Collector of Refuse to carry the refuse further than necessary.

18. Special pickups shall be placed by the customer at the container or as near thereto as possible.

19. Customers must restrain vicious dogs beyond the reach of the refuse containers and prevent any interference with pickup men on this account.

20. When pickups have been missed or when it is desired to register any other complaint, the customer shall notify the City Sanitary Department.

21. Refuse containers shall not be filled with dishwater or other liquid or semi-liquid kitchen wastes which are not properly disposable down the sanitary drains.

22. Customers shall not overload containers beyond the point where

covers can be securely replaced.

23. Customers shall thoroughly clean refuse containers from time to time to prevent any odor nuisance.

24. Customers shall be responsible for supplying and/or replacing refuse containers.

25. Customers shall not be allowed to use community refuse containers except in apartment houses and other buildings where refuse disposal is provided without extra cost and is included in the rent or lease price as a building service.

26. Housing areas and military establishments which are operated within the City limits under the jurisdiction of the Federal Housing Authority shall be considered as being outside the City limits and will not be affected by these rules and regulations until government ownership is relinquished in favor of private enterprise at which time the areas will assume a normal position in the refuse collection system. Areas added to the City by extension of the City limits shall be included in the refuse collection system.

27. INDUSTRIAL WASTES. Industrial waste from fish processing plants shall be exempted from this ordinance, rules and regulations, provided such waste is transported through the streets of the City in compliance with the ordinances of the City covering the transportation of same.

Section 15. CITY EMPOWERED TO COLLECT GARBAGE The City of Astoria is hereby empowered to carry out all the terms and provisions of this ordinance and to collect and dispose of refuse in the manner provided herein. However, it shall not exercise such power if the Collector of Refuse is faithfully performing any valid contract with said City, or unless the City purchases the property of the Collector of Refuse in the manner above provided.

Section 16. REPEAL OF ORDINANCE. Ordinance No. 39-31 heretofore adopted and approved May 1, 1939 and all ordinances and parts of ordinances in conflict herewith be and the same are hereby repealed, and any other ordinance in conflict herewith is amended according to the terms hereof. However, all existing contracts and rights shall remain in full force and effect until terminated.

Section 17. PENALTY. Any person violating any of the provisions hereof shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not exceeding one hundred dollars ($100) or by imprisonment in the City Jail for not more than thirty (30) days, or by both such fine and imprisonment.

Section 18. EMERGENCY CLAUSE. Inasmuch as the object of this ordinance will be of great benefit to the City of Astoria and there

.s and exists an urgent necessity that this ordinance shall take effect as soon as possible in order to protect the health, peace and safety of its inhabitants, an emergency is declared to exist and this ordinance therefore shall be in full force and operative immediately after its passage by the unanimous vote of all members of the Common Council present, and not less than four members thereof.

Passed by the Common Council this 4th day of December, 1950

Approved by the Mayor, this 4th day of December, 1950.

(s) Orval Eaton, Mayor

Attest:
(s) O. K. Atwood, City Auditor

ORDINANCE NO. 56-12

Introduced by Mayor Cosovich

AN ORDINANCE ADOPTING SCHEDULE OF CHARGES FOR GARBAGE COLLECTION SERVICE, REPEALING ORDINANCE NO. 51-90 HERETOFORE ADOPTED AND APPROVED UNDER DATE OF FEBRUARY 19, 1951, AND DECLARING AN EMERGENCY.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Pursuant to Ordinance No. 50-64 bids for collection of garbage were duly received and contract awarded to Benjamin K. Koski.

Section 2. That pursuant to said bid submitted and awarded the following is hereby adopted as the schedule for all garbage collection services in the City of Astoria for a period of five years commencing as of April 1, 1956, to-wit:

PRICES PER MONTH

(30 Gallon Container or Less)

Pickups Pr. Wk.	1	2	3	4	5	6
1	$ .95	$ 1.90	$ 2.85	$ 3.35	$ 3.85	$ 4.35
2	1.90	3.80	5.70	6.70	7.70	8.70
3	2.85	5.70	8.55	10.05	11.55	13.05
*	5.70	11.40	17.10	20.10	23.10	26.10

*Daily, except Sunday.

The above schedule of prices applies to collections of one or more containers on regular pickup schedules from any part of the City for the size indicated and the pickup frequencies shown. Where container is more than 80 feet from the curb line or where 20 or more steps must be climbed, add 33⅓ per cent to all charges.

COLLECTION OF 50 GALLON CONTAINERS OF LIGHT MATERIALS ONLY, CONSISTING OF PAPER, EMPTY BOXES AND EMPTY CANS

(Number of 50 Gallon Containers and Prices per month)

Pickups Pr. Wk.	1	2	3	4	5
1	$ 2.00	$ 4.00	$ 5.00	$ 6.00	$ 7.00
2	4.00	8.00	9.00	10.00	11.00
3	6.00	12.00	13.00	14.00	15.00
*	12.00	24.00	25.00	26.00	27.00

*Daily except Sunday.

The above schedule of prices applies to collection of one or more containers either on the regular pickup schedule or when a special pickup is made at the time of the regular trip and applies to all parts of the City for the container size indicated, the number of containers indicated and the frequencies of pickups shown

COLLECTIONS IN EXCESS OF REGULAR CONTAINERS

(Prices per Collection for Indicated Quantities in Excess of Regular Container.)

30 Gallons or less	$ .50
30-40 Gallons	.50
40-50 Gallons	1.00

The above schedule of prices applies to collection of additional quantities over the regular containers, picked up in any part of the City on the regular pickup schedule.

EXTRA COLLECTION NOT ON REGULAR SCHEDULE.

(Prices Per Collection for Indicated Quantities.)

30 Gallons or less	$1.00
30-40 Gallons	1.00
40-50 Gallons	2.00
50-100 gallons	2.00

The above schedule applies to special pickups not on regular pickup schedule. Where container is more than 30 feet from the curb line or where 20 or more steps must be climbed, add 33⅓ per cent to all charges.

DISPOSAL PER CUBIC YARD OR LESS OF WELL-PACKED WASTE PAPER IN CONTAINER.

Pickup	Price Per Month
Once a week	$ 3.00
Twice a week	6.00
Three times a week	9.00
Four times a week	12.00
Daily, except Sunday	18.00

BULK DISPOSAL

Quantity	Price
Per cubic yard	$ 2.50
Per load of 7 cubic yards	10.00

JOB WORK

Two men and truck per hour $9.00

DISPOSAL OF DEAD ANIMALS

Cats, per head	$1.00
Dogs, per head	$1.00

JOB WORK AND OVERTIME

Two men and truck per hour $11:00

U. S. NAVY GARBAGE, HANDLING AT DUMP

Per 13 cubic yard truck (Full or partial load)	$2.00

Section 3. That Ordinance No. 51-10 heretofore passed and adopted February 19, 1951 is hereby repealed.

Section 4. Inasmuch as the object of this ordinance will be of great benefit to the people of the City of Astoria and there is and exists an urgent necessity that this ordinance should take effect as soon as possible, in order to protect the health, peace and safety of the inhabitants of the City of Astoria, an emergency is declared to exist and this ordinance therefore shall be in full force and operative immediately after its passage by the unanimous vote of all members of the Common Council present, and not less than four members thereof.

PASSED by the Common Council this 5th day of March, 1956.

APPROVED by the Mayor this 5th day of March, 1956.

Peter G. Cosovich
Mayor

ATTEST:

E. M. Opdycke
City Auditor-Treasurer

MRS P L STANGLAND
500-38TH DOWNSTAIRS
APT
CITY
24 97 1382175

BULK RATE